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WILLIAM LEE KING, Henderson COUNTY, NC

Prepared by and return to:

→ Goosmann **Rose** Colvard & Cramer, P.A. [Box 81]

**State of North Carolina**  
**County of Henderson**

**Declaration of Terms, Conditions, Restrictions  
and Protective Covenants for The Farm at Mills  
River**

This **Declaration of Terms, Conditions, Restrictions and Protective Covenants for The Farm at Mills River** (herein "Declaration") made and entered into as of the 25 day of October, 2018 by and between **The Farm at Mills River, LLC**, a North Carolina limited liability company (herein "Declarant") and **All Future Owners of Lots in The Farm at Mills River**, as hereinafter described and as redefined and amended in the future to include additional phases or Lots, (collectively herein "Owners" or individually as an "Owner").

**Witnesseth:**

**That Whereas**, Declarant is the owner of all that Lot or parcel of land described in those deeds recorded in **Record Book 3210, at Page 467 and Record Book 3210, at Page 463** in the Henderson County, NC Register's Office (herein "Property"); and

**Whereas**, the Property is, at the option of Declarant, to be developed in phases or sections and divided into approximately seventy-nine (79) single-family residential building Lots and being all of the Lots as shown on that plat captioned "The Farm at Mills River" recorded in **Plat Book 2018 at Page 11485** of the Henderson County, NC Register's Office ("Plat"); reference to which Plat is hereby made for a more particular description of said Lots (collectively herein "Lots" or individually as a "Lot"), the entire development to be known as "The Farm at Mills River Subdivision" (herein "Subdivision"). The Declarant reserves the right to add additional Lots or parcels of land to the Subdivision and to subject such additional Lots or parcels to the covenants and restrictions contained herein and include them within the Subdivision and to reconfigure the Lots and to withdraw any of the Lots or property from the effect of this Declaration, which additions or deletions to the Subdivision may either decrease or increase the number of Lots to be included within the Subdivision; and

**Whereas**, Declarant desires to subject the Lots and Subdivision to these easements,

restrictions, covenants and conditions.

**Now Therefore**, Declarant hereby declares that all of the Lots shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of and which shall run with the Lots and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**Article One**  
**Architectural Control**

1. **Approval of Plans and Specifications.** No building, fence, wall, deck, mailbox, driveway, or other structure shall be commenced, erected or maintained within the Subdivision, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications shall have been submitted and approved in writing by the Declarant, in Declarant's sole discretion, or the Declarant's successor in interest.

Documents submitted to the Declarant shall include a complete landscape plan and a site plan showing the location of all planned improvements, driveways, walks and parking areas, where applicable, and the relation of the location of such improvements to the Lot boundary lines. The documents submitted shall also name the licensed general contractor who shall be responsible for building of the dwelling and complying with this Article. Plans for the dwellings shall show front, side and rear elevations and shall include the kind, material and basic exterior finishes and colors to be used in the construction of such dwelling. The Declarant shall have the right to enforce compliance with this Declaration.

In the event the Declarant fails to approve or disapprove such submission of plans and specifications and site plan within thirty (30) days after said plans and specifications have been submitted to Declarant, approval will not be required, and compliance with this Article will be deemed to have occurred.

The Declarant shall have the right to charge a reasonable fee for receiving each application for approval of plans and specifications in an amount not to exceed Two Thousand and No/100 Dollars (\$2,000.00). Upon giving approval to such plans and specifications, the Owner shall be obligated to begin construction and complete the same in conformity with such plans as have been previously approved by the Declarant, and the Declarant shall be entitled to stop, through injunction or other legal means, any construction which is in violation of these restrictions. Declarant shall have the right, but not the obligation, in Declarant's sole discretion, to require the Owner to obtain performance and payment bonds in an amount not less than the estimated cost of construction.

2. **Architectural Standards.** In addition to the general rules of the Declarant promulgated pursuant to this Article, construction of improvements on any Lot shall conform to the following standards: All dwellings shall (1) contain a minimum of 1,750 heated square feet (2) be constructed pursuant to the North Carolina Building Code by duly licensed building contractors; (3) be constructed with framing assembled on-site; and (4) not



utilize modular wall sections or other off-site construction of major structural portions of the dwelling, with the exception of roof and floor trusses.

3. **Construction Damage Deposit.** Prior to beginning construction on any Lot, any Owner, other than Declarant, shall pay to the Declarant the sum of Five Thousand Dollars and No/100 (\$5,000.00) as a refundable damage deposit (herein "Damage Deposit") to be applied for repairs, including but not limited to any damage to the roadways within the Subdivision, as a result of the construction activities, without limitation of any recourse the Declarant and/or any other Owner(s) may have for damages to rights of way and easements due to the negligence of the Owner or agents of the Owner during construction.

In the event any repairs are required prior to the end of the construction on the Lot, the Declarant has the right, but not the obligation, to use the Damage Deposit to make the necessary repairs, at which time the Owner shall immediately tender an additional amount to the Declarant to replenish the Damage Deposit so that at all times during the construction phase on that Lot, the Declarant shall have \$5,000.00 deposited by the Owner to be used for repairs resulting from the construction. In the event repairs are made during the construction phase, Owners hereby acknowledge that any construction on the Lot shall cease until the Damage Deposit is replenished as required herein. Once the construction has ended, the Declarant shall refund the Damage Deposit to the Owner, less any amounts paid for repairs as provided herein.

## Article Two Protective Covenants

1. All Lots shall be used, improved and devoted exclusively for single-family residential and agricultural use. Nothing herein shall be deemed to prevent the Owner of any Lot from leasing a Lot, subject to all provisions of this Declaration. No trade or business shall be carried on upon any Lot, but this restriction shall not prohibit a home or agricultural occupation which does not unreasonably increase traffic or cause any noxious or offensive activity within the Subdivision.
2. No Owner shall erect, license or suffer to be erected, any commercial, business, or trade venture, manufacturing establishment, factory, apartment house, multi-unit dwelling or house or building to be used for a sanatorium or hospital of any kind, or at any time, use or suffer to be used, any house or building erected thereon for any such purpose.
3. No trailer, mobile home, modular home, motor home, camper truck, travel trailer or other vehicle or any tent, garage, shack, basement, barn, or other outbuilding shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted. No guest house, garage, carport, or other building, except as approved by Declarant, shall be constructed on any Lot until after construction of the dwelling home on the same Lot is completed or simultaneously therewith.
4. No fence shall be erected on any Lot until the size, location and materials thereof are approved by Declarant. Barbed wire, chicken wire or any similar fencing shall not be

permitted on any Lot. Declarant will, at Declarant's initial expense, construct and erect fencing of Declarant's design with materials of Declarant's choosing at locations to be determined in Declarant's sole discretion. The Owners of any Lots on which such fencing is located shall be obligated to repair and maintain such fencing is located on their Lot at such time and in such manner as is directed by Declarant. In case of violation of this covenant, Declarant may, after written notice to the Owners, perform any repair, maintenance or painting of the fencing on any Lot and assess the Owner of such Lot the costs incurred, which assessment shall constitute a lien against the Lot in the same fashion as other assessments owed by the Owners of Lots as set forth herein.

5. Firearms and/or explosives and/or arrows shall not be shot or discharged within the Subdivision.
6. No noisy, noxious or offensive activities shall be conducted upon any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to any Owner within the Subdivision.
7. Noisy vehicles of any kind, including but not limited to unmuffled trail bikes, all-terrain vehicles and off-road motorcycles, shall not be used or operated within the Subdivision.
8. No permanent sign of any kind, including but not limited to billboard or outdoor advertising, shall be constructed, erected, used or placed on any Lot other than one professional quality sign of not more than four (4) square feet in area, advertising such Lots, or improvement thereon, for sale, lease or rent. This restriction shall not apply to Declarant.
9. Each Owner shall comply with all applicable government codes and ordinances and shall meet the minimum standards required by law.
10. The Owner of any Lot shall, by acceptance of a deed for a Lot, be obligated to provide adequate erosion control measures as a part of the construction process in order to minimize siltation or erosion of areas outside the Owner's Lot. It shall be the duty of such Owner to design and execute such control measures so as to avoid damage to adjoining Lots or properties. If such Owner has not provided adequate control measures which comply with applicable erosion control regulations, or if the Owner is in violation of this Section, Declarant may, after five (5) days written notice to such Owner, perform such measures, in which case the Owner agrees to reimburse Declarant within thirty (30) days the cost of such control measures performed by the Declarant. During and after completion of construction, all drainage channels shall remain open, and no diversion of natural drainage shall be allowed where such diversion will affect any adjacent Lot.
11. All exposed foundation walls and chimneys shall be covered with wall covering materials as required by Declarant.
12. Except for the private roads constructed by the Declarant and present easements of public record within the Subdivision, no Owner, other than the Declarant, shall grant, convey, or lay out any right of way, cartway, street, alley, roadway, easement or license to any area



outside the boundaries of the Subdivision, except that the Declarant retains the right to add additional property to the Subdivision. In addition thereto, Declarant retains the exclusive right to reserve, grant or convey any easement and right of way across any property or Lot owned by Declarant located within the Subdivision or any area outside the boundaries of the Subdivision. Declarant shall have and retains the continuing right to the use of the roads constructed by the Declarant within the Subdivision for access to and from adjacent properties.

13. No outside radio or television antennae or satellite dishes shall be erected on any Lot, except as approved in writing by the Declarant. Satellite dishes of no more than twenty-four (24) inches in diameter will be allowed within the Subdivision, subject to approval by the Declarant of the placement of the same on any Lot.
14. All refuse, rubbish, trash, garbage or waste shall be kept, disposed of or removed in a sanitary manner. All household refuse and rubbish, trash, garbage or waste shall be kept in closed containers, shielded from view, until collected by the proper public authority for such disposal. Refuse, rubbish, trash, garbage, or waste shall not be permitted to remain exposed on a Lot.
15. Unless licensed and maintained in an operable condition, no vehicle, whether self-propelled or not, shall be permitted to remain on any Lot unless it is enclosed within a building or garage. No vehicle, whether self-propelled or not, shall be parked upon any Lot in such a manner so as to constitute a nuisance to other Owners. The making of vehicle repairs outside of an enclosed garage and/or leaving an inoperable vehicle exposed on a Lot shall constitute a nuisance.
16. Subject to limitations as may from time to time be set by the Declarant, generally recognized house or yard pets in reasonable numbers may be kept and maintained at an Owner's residence, provided such animals are not kept and maintained for commercial purposes. All pets must be kept under the control of their Owner when on the outside of the Owner's Lot and must not become a nuisance to other Owners at any time. Horses and livestock may be kept or maintained within the Subdivision with the prior written approval of the Declarant, and subject to rules and regulations that Declarant may from time to time propound, in such numbers as do not result in overgrazing of the pastureland within a Lot or the Subdivision.
17. All improvements shall be maintained in such a manner that they do not become (a) unsightly, (b) in disrepair, (c) unsanitary, or (d) a hazard. No noxious, obnoxious, noisy, unsightly, or otherwise offensive objects or activities, specifically including, but not limited to, vehicle repairs outside of an enclosed garage, dogs barking on a regular basis audible on other Lots, other noise-making animals or pets, shall be permitted in the Subdivision; nor shall any condition be permitted to remain that is an unreasonable annoyance or nuisance to other Owners. Further, no substance, thing, or material shall be kept upon any Lot that will emit foul or obnoxious odors or will cause any noise that will or might reasonably disturb the reasonable peace, quiet and comfort.
18. The Declarant reserves the right to enter upon any Lot the purpose of abating a nuisance

or breach thereof.

19. Utility and drainage easements affecting all Lots are reserved ten (10) feet in width along interior Lot lines and over the front and rear ten (10) feet of each Lot for installation and maintenance of utilities and drainage facilities. Neither Declarant, nor any utility company using the easements herein referred to, shall be liable for any damage done by them or their assigns, agents, employees or servants, to shrubbery, trees or flowers, or to the property of the Owner situated on the land covered by said easements.
20. The Owners, by acceptance of a deed for said Lot, shall take title to the Lot(s) together with and subject to the following rights of way and easements: (a) any right of way or easement as shown on the Plat for the purposes of ingress, egress, and regress to and from a Lot to Jeffress Road (SR 1345) ; and (b) any rights of way and easements established by Declarant on a plat of the Subdivision, or any portion thereof; or in a deed conveying a Lot. By the acceptance of a deed, the Owner shall take title subject to an obligation to contribute on an equal pro rata basis towards the proper maintenance and upkeep, in all-weather condition, of the roadways located within said rights of way and easements.

Each Owner shall bear the entire cost of any repair, reconstruction, or replacement of any damaged portion of the roadways occasioned by the acts of such Owner or Owner's contractor or agents and not the result of ordinary wear and tear. The repair, reconstruction or replacement of the damaged portion of the roadways shall be completed within thirty (30) days of the date the damage first occurred, and if not repaired, reconstructed or replaced the costs of which shall be a lien on the Owner's Lot as more particularly set forth in Section 24 below.

21. No trees shall be cut, topped, pruned or otherwise altered from their natural state other than those removed to clear the site necessary to construct an approved single-family residence (not more than twenty (20) feet from any side of a house and not more than ten (10) feet from the side of the driveway). Additionally all trees larger than 12" in diameter at breast height shall require the specific written consent and approval of Declarant to be cut, topped, pruned or otherwise altered. Notwithstanding the foregoing, Declarant shall have the absolute discretion to allow such additional cutting, topping, pruning, etc., as Declarant deems to be either in the best interest of the Subdivision or to not be injurious to it. Any reservation of specific pruning and topping rights must be reserved by Declarant in writing and signed by Declarant. Trees within the Subdivision must be protected from damage or destruction by pets or livestock kept or maintained by any Owner.
22. Each Owner shall provide off-street space for parking the number of vehicles regularly owned or used by Owner and other Lot occupiers, but not less than space for parking at least two automobiles on the Lot prior to the occupancy of any residence. Parking on the streets of the Subdivision will not be permitted except during those infrequent times when the normal parking facilities on the Lot will not accommodate all the vehicles owned by persons visiting said Owner.
23. All driveways shall connect to directly to Subdivision roads and no direct access



(driveway or otherwise) to a State maintained road right of way shall be permitted.

23. Electric power, natural gas, telephone and any cable television services to all structures on all Lots may be by underground cable or wires from the utility company's main underground cables or lines to said structures. The Declarant reserves the right to subject the Subdivision to a contract with Duke Progress Energy and any other utility companies servicing properties within the Subdivision for the installation of underground electric, telephone, television cable or natural gas piping, cables and/or the installation of street lighting, either or both of which may require an initial assessment and/or a continuing monthly payment to said electric utility companies by the Owner of each Lot. All Owners shall promptly pay such assessments and monthly charges.
24. The pro rata share of roadway maintenance and upkeep chargeable to each Owner, as well as any costs for damage to said roadway as provided in Section 20 above, shall serve as a lien against said Owner's Lot from and after the recording of same in the Office of the Clerk of Superior Court of Henderson County, North Carolina. The collection of said share shall be as set forth in the General Statutes of North Carolina for the collection of same and foreclosure of other liens on real property or as otherwise allowed by law. Notwithstanding the foregoing, the lien of said assessments shall at all times be subordinate to the lien established by any deed of trust in favor of a bank, savings and loan association, insurance company or other like lending institution or in favor of the Seller of a Lot when such deed of trust is a purchase money deed of trust as the term is understood in North Carolina.
25. Declarant reserves to right to establish common areas for the use by of the Owners of Lots within the Subdivision (herein "Common Area"). Additionally, the utility and drainage easements reserved ten (10) feet in width along interior Lot lines and over the front and rear ten (10) feet of each Lot may be used as a common trail system for horseback riding and as a walking trail and may be so dedicated and designated as common area for such purposes. Some trails may also be designated for use by golf carts or approved all-terrain vehicles. In addition, Declarant may from time to time establish rules to govern the usage of any Common Area by an Owner or said Owner's agents or invitees. The pro rata share of the maintenance and upkeep of any such Common Area is chargeable to each Owner, as well as any costs for damage to said Common Area by an Owner or said Owner's agents or invitees, which assessment shall constitute a lien against the Lot and non-payment of either amount shall be a lien on the Owner's Lot as more particularly set forth in Section 24 above.
26. Grass and weeds (including all growth under and around fence lines) are to be cut down on all Lots to a height not to exceed ten (10) inches in order to prevent an unsightly and unsanitary condition. This obligation is that of the Owner of the Lot in question and it is to be done at his expense. In case of violation of this covenant, Declarant may, after written notice to the Owner of such Lot which fails to comply with this covenant, perform necessary mowing or clearing of such Lot and assess the Owner thereof the cost incurred, which assessment shall constitute a lien against the Lot.
27. Declarant hereby reserves the right to dedicate a non-exclusive appurtenant easement

over and across any Common Area or Common Space. "Common Area" or "common space" shall mean and refer to (i) private roads designated on the Plats, as well as any other private road constructed by the Developer serving the property as shown on the Plats and serving any other portion of the Property; (ii) any property designated as such by the Declarant; (iii) any real estate owned by the Association, other than a parcel within the Subdivision that is designated for the construction of a dwelling; (iv) and signage for the Subdivision; the entrance area for the Subdivision and landscape easement area at the entrance as shown on the Plat and (v) and walking trails, riding trails or other amenities (if any) specifically designated by Declarant as such for the use and enjoyment of the Subdivision and Association.

28. "Common Expenses" shall mean and include: (a) all sums lawfully assessed against the Owners by the Association; (b) expenses of administration, installation, construction, operation, maintenance, repair, and replacement within the Common Areas for facilities, including recreational facilities, streets and driveways, parking areas and spaces, and storm water system compliance and maintenance; (c) expenses agreed upon as common expenses by the Association; (d) hazard insurance premiums as required for the Association for the Common Elements; (e) public utilities, including gas, water, sewer, cable television, and electricity serving the Common Area; and (f) monetary obligations owing from the Association and the owners under any cost-sharing agreements with adjacent development property outside the community to cover the cost of installation, maintenance and/or repair of access and utility easements and rights of way or other items as may benefit the Subdivision.

Declarant further reserves the right to ensure that future development and redevelopment of the Subdivision is consistent with the State of North Carolina and/or Henderson County's stormwater management requirements. Declarant and the Association shall ensure that all stormwater management requirements are met and that the subdivision is in compliance with any such requirements. Any and all expenses related to said Operations and Maintenance Agreement are hereby declared common expenses, and the pro rata share of such expenses and upkeep of the same is chargeable to each Owner, which assessment shall constitute a lien against the Lot and non-payment of either amount shall be a lien on the Owner's Lot.

The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage of any Owner. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof; shall extinguish the lien of such assessments as to payments, which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. Nothing herein shall prevent and any mortgagee, at its option, from paying any delinquent obligations of a property Owner. The Association shall notify by registered mail, return receipt requested, any mortgagee of any delinquency or default in the presence of any obligations of an Owner prior to taking any action against such Owner, which would affect the mortgagee.

29. Pursuant to applicable stormwater requirements detailed in that document titled "Low



Density Residential Subdivisions Deed Restrictions & Protective Conveyances” acknowledged by Declarant and dated May 29, 2018, no Owner of any Lot shall be permitted to build on more than 9100 square feet of a Lot. This allotted amount includes any built-upon area constructed within the lot property boundaries, and that portion of the right-of-way between the front lot line and the edge of the pavement. Built upon area includes but is not limited to, structures, asphalt, concrete, gravel, brick, stone, slate, and coquina, but does not include raised, open wood decking, or the water surface of the swimming pools. Filling in or piping of any vegetative conveyances (ditches, swales, etc.) associated with the development except for average driveway crossings is strictly prohibited by any persons. Each lot shall maintain a 30-foot-wide vegetated buffer between all impervious areas and surface waters. All roof drains shall terminate at least 30 feet from the mean high-water mark of surface waters.

**Article Three**  
**Declarant Control**  
**and**

**The Farm at Mills River Property Owners’ Association, Inc.**

1. It is understood and agreed (and subsequent grantees expressly agree) that by acceptance of a deed conveying title to any Lot, any portion of the terms of this Declaration may be released, changed, modified, amended or varied without the consent or joinder of any Lot Owner solely by: (a) the Declarant, if prior to January 1, 2033, or upon the sale of the last Lot as shown on a recorded Plat of any portion of the Subdivision being owned by Declarant (other than to a related entity), whichever shall first occur (herein “Control Period”), or (b) if after expiration of the Control Period, then by a favorable vote by at least sixty-seven percent (67%) of the then Owners of Lots as shown on recorded plats of the Subdivision and in accordance with Chapter 47F of the North Carolina Planned Community Act. After expiration of the Control Period, each Lot owner shall have one vote for each and every Lot then owned by an Owner in the Subdivision. The written and recorded modification of these restrictions, signed by either the Declarant or after the Control Period by at least the required percentage of Lot Owners in the Subdivision as the case may be, shall be sufficient to constitute an amendment to this Declaration without further notification to any person or persons.
2. The Declarant does hereby establish a non-profit corporation, which shall be known as the The Farm at Mills River Property Owners’ Association, Inc. (herein “Association”). The purpose of the Association shall be to provide for the orderly enforcement of this Declaration following the Control Period, including, but not limited to, the maintenance, upkeep and repair of the joint rights of way within the Subdivision and any common area or common elements or any other matter or area determined by the Declarant or the Association to be a common element or other area of common interest.

**Article Four**  
**General Provisions**

1. The covenants and restrictions contained in this Declaration shall run with and bind the properties which are made subject hereto for a period of twenty (20) years from the date this Declaration is recorded in the Registry, after which time, such covenants and restrictions shall be automatically extended for successive periods often (10) years each.
3. This Declaration may be amended by the Declarant in Declarant's sole discretion, which amendment can be made without the joinder of Owners.
4. Declarant hereby reserves unto itself, its heirs or successors in interest and assigns, as Special Declarant Rights, as follows:
  - a. Declarant reserves all the rights set forth in the Act and specifically those rights set forth in and described in Sections 47F-1-103(28) and 47F-3-104 of the Act;
  - b. Declarant reserves the right to use all types of easements through the common elements within the Property for the purpose of making improvements, resolving encroachments, connecting to utilities and/or granting access within said common areas or upon adjacent parcels or phases within the Property and to change or alter road access and rights-of-way at any time (including without limitation, use and control by the Declarant of those access and utility easements or rights of way benefitting the Property as may be obtained upon and across property adjacent to the Property);
  - c. Declarant reserves the right to exercise development rights and not to be subject to specific restrictions set forth herein for purposes of development;
  - d. Declarant reserves the right to maintain sales offices, management offices, and models on any lot, upon Common Areas, or elsewhere upon the Property;
  - e. Declarant reserves the right, but not the obligation, to withdraw or add certain separate portions of the Property, or real estate as shown on the Plats, or otherwise owned by Declarant from the development;
  - f. Declarant reserves the right to build or design additional lots, and to relocate the boundaries of any lots, including the right to designate portions of the common area as set forth on Plats of the Property as additional lots or as part of an existing lot;



g. Declarant reserves the right to access and connect to rights of way, easements, utilities, and common facilities for the benefit of adjacent parcels or phases developed by Declarant;

h. Declarant reserves the right to involve and include all or a portion of the Property in cost-sharing agreements with development property adjacent to the Subdivision to cover the cost of installation, maintenance and/or repair of access, utility easements, walking trails and other amenities (if any) and rights of way as will benefit Property;

i. Declarant reserves the right to amend this Declaration, without approval or joinder of any owners within the Property, until ninety percent (90%) of all lots as shown on the Plats are sold (and instruments of conveyance are recorded) by the Declarant;

j. Declarant reserves the right to amend boundaries of any common area as shown on the Plats and to grant easements for encroachments upon any such common areas for any improvements within the community as determined by Declarant or for improvements constructed by Declarant on adjacent property; and

k. Declarant reserves the right not to be assessed or to be responsible for any fees or assessments to or from the owners' Association or otherwise for lots, units, property or dwelling within the Property titled in the name of the Declarant unless such applicable lot, unit, property or dwelling shall be occupied as a residence or leased out by Declarant.

5. If any Owner shall violate, or attempt to violate, any of the covenants and restrictions herein, it shall be lawful for any other Owner to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions, and to either enjoin such breach and/or to recover damages for such violation, including reasonable attorney's fees incurred in prosecuting said action.
6. Declarant shall have the right, in Declarant's sole discretion, to grant Owner(s) variances and/or waivers in relation to any restriction contained herein.
7. Invalidation of any of these covenants by judgment or Court shall in no way affect any of the other provisions which shall remain in full force and effect.
8. Declarant shall have the right from time to time and in its sole discretion, to annex adjoining property and to include within this Subdivision additional property with no further consent of Owners. Any such addition authorized in this Article may be made by the filing of one or more Supplemental Declarations, describing the lands annexed and incorporating the provisions of this Declaration by reference. The Supplemental Declaration need to be only executed by the Declarant, unless the Declarant is not the

owner of the annexed property, in which event the Supplemental Declaration shall be executed by the Declarant and the owner of the annexed property. In addition, the Supplemental Declaration may contain additional covenants and restrictions, provided that such covenants and restrictions are consistent with those contained herein. In the event that any additional property is annexed pursuant to the provisions of this paragraph, then such additional property shall be considered within the definition of the Subdivision and Lots for all purposes of this Declaration, and each owner of a Lot therein shall be an Owner within the Subdivision from as of the date of recording of the Supplemental Declaration in the Registry. Declarant also has the right, in its sole discretion, to withdraw property from this Declaration by recording in the public records of Henderson County, North Carolina, a Declaration of Withdrawal of the property, with the consent of the Owner of the property, if such property is not owned by the Declarant.

9. Other than by Declarant, No Lot in the Subdivision shall be re-subdivided so as to create an additional building Lot. Declarant reserves the right in Declarant's sole and absolute discretion to modify, amend, subdivide, re-subdivide and reconfigure any property or Lot as may be necessary or convenient to create an additional Lot or eliminate a Lot.
10. "Declarant" as used herein shall include Declarant's successors in interest, heirs and assigns, except as hereinafter limited. Declarant's rights herein shall remain solely vested in Declarant until such time as Declarant specifically conveys his rights herein. No reference in this document to the successors in interests or assigns of Declarant shall be deemed to include mere Grantees of specific Lots within the Subdivision in deeds of conveyance from Declarant.
11. This Declaration is made and shall be construed and controlled by and under the laws of the State of North Carolina. Pursuant to the provisions of Chapter 47F of the North Carolina General Statutes (herein "Act"), Declarant hereby creates a planned community comprised of the Subdivision and Lots. Declarant hereby submits the Subdivision and Lots to this Declaration and to the Act.


**In Witness Whereof**, the Declarant has caused this Declaration to be executed by its duly authorized member / manager as of the day and year first above written.

See signature page attached and incorporated herein by reference



Signature Page  
to  
Declaration of Terms, Conditions, Restrictions and Protective Covenants  
for  
The Farm at Mills River


**Declarant: The Farm at Mills River, LLC,  
a North Carolina limited liability company**

By:   
**William B. Taylor, II, member / manager**

**State of North Carolina  
County of Buncombe**

I certify that the following person personally appeared before me this day, acknowledging to me that they voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: William B. Taylor, II as the sole member / manager of The Farm at Mills River, LLC a North Carolina limited liability company. Witness my hand an official stamp or seal on this the 25th day of October, 2018.

[Notarial Seal]

  
Benjamin A. Evans, Notary Public  
My Commission expires: 11/27/21

